

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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<b>In re</b>	:	
	:	<b>Chapter 11</b>
<b>SEARS HOLDINGS CORPORATION, et al.,</b>	:	
	:	<b>Case No. 18-23538 (RDD)</b>
	:	
<b>Debtors.<sup>1</sup></b>	:	<b>(Jointly Administered)</b>
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**NOTICE OF FILING OF FURTHER REVISED LIST OF INITIAL ASSIGNED  
AGREEMENTS IN CONNECTION WITH THE SALE TRANSACTION**

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

1. On February 1, 2019, the Debtors filed the list of Initial Assigned Agreements proposed to be assumed and assigned to Buyer at Closing (ECF No. 2349) (the “**Initial List**”). On February 3, 2019, the Debtors filed a revised list of Initial Assigned Agreements proposed to be assumed and assigned to Buyer at Closing (ECF No. 2377) (the “**First Amended List**”). On February 7, 2019, the Debtors filed a further revised list of Initial Assigned Agreements proposed to be assumed and assigned to Buyer at Closing (ECF No. 2452) (the “**Second Amended List**”). On February 8, 2019, the Debtors filed a further revised list of Initial Assigned Agreements proposed to be assumed and assigned to Buyer at Closing as **Exhibit A** to the Sale Order approving the Sale Transaction (ECF No. 2507) (the “**Third Amended List**”). On February 11, 2019, the Debtors closed the Sale Transaction with the Buyer (the “**Closing Date**”).

2. A revised list of Initial Assigned Agreements is attached hereto as **Exhibit A** (the “**Fourth Amended List**”). An incremental redline reflecting the changes made to the Third Amended List is attached hereto as **Exhibit B**.

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are as follows: Sears Holdings Corporation (0798); Kmart Holding Corporation (3116); Kmart Operations LLC (6546); Sears Operations LLC (4331); Sears, Roebuck and Co. (0680); ServiceLive Inc. (6774); SHC Licensed Business LLC (3718); A&E Factory Service, LLC (6695); A&E Home Delivery, LLC (0205); A&E Lawn & Garden, LLC (5028); A&E Signature Service, LLC (0204); FBA Holdings Inc. (6537); Innovel Solutions, Inc. (7180); Kmart Corporation (9500); MaxServ, Inc. (7626); Private Brands, Ltd. (4022); Sears Development Co. (6028); Sears Holdings Management Corporation (2148); Sears Home & Business Franchises, Inc. (6742); Sears Home Improvement Products, Inc. (8591); Sears Insurance Services, L.L.C. (7182); Sears Procurement Services, Inc. (2859); Sears Protection Company (1250); Sears Protection Company (PR) Inc. (4861); Sears Roebuck Acceptance Corp. (0535); Sears, Roebuck de Puerto Rico, Inc. (3626); SYW Relay LLC (1870); Wally Labs LLC (None); SHC Promotions LLC (9626); Big Beaver of Florida Development, LLC (None); California Builder Appliances, Inc. (6327); Florida Builder Appliances, Inc. (9133); KBL Holding Inc. (1295); KLC, Inc. (0839); Kmart of Michigan, Inc. (1696); Kmart of Washington LLC (8898); Kmart Stores of Illinois LLC (8897); Kmart Stores of Texas LLC (8915); MyGofer LLC (5531); Sears Brands Business Unit Corporation (4658); Sears Holdings Publishing Company, LLC. (5554); Sears Protection Company (Florida), L.L.C. (4239); SHC Desert Springs, LLC (None); SOE, Inc. (9616); StarWest, LLC (5379); STI Merchandising, Inc. (0188); Troy Coolidge No. 13, LLC (None); BlueLight.com, Inc. (7034); Sears Brands, L.L.C. (4664); Sears Buying Services, Inc. (6533); Kmart.com LLC (9022); Sears Brands Management Corporation (5365); and SRe Holding Corporation (4816). The location of the Debtors’ corporate headquarters is 3333 Beverly Road, Hoffman Estates, Illinois 60179.



3. The Court's findings of fact and conclusions of law in the Sale Order, and the record of the hearing with respect to the Sale Order are incorporated herein by reference with respect to the agreements listed in **Exhibit A**.

4. **Exhibit A** of the Sale Order is modified by **Exhibit A** attached hereto. The agreements listed in **Exhibit A** attached hereto are assumed and assigned to the Buyer as of the Closing Date.

5. Copies of the Global Bidding Procedures Order, the Global Bidding Procedures, the Initial Notice, the Supplemental Notice, the Second Supplemental Notice, the Third Supplemental Notice, the Initial List, and the First Amended List, the Second Amended List, and the Third Amended List may be obtained free of charge at the website dedicated to the Debtors' chapter 11 cases maintained by their claims and noticing agent and administrative advisor, Prime Clerk LLC, located at <https://restructuring.primeclerk.com/Sears>.

Dated: March 19, 2019  
New York, New York

/s/ Jacqueline Marcus  
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*Attorneys for Debtors  
and Debtors in Possession*



**Exhibit A**

**Fourth Amended List**



**Exhibit A**

**Fourth Amended List**

**Schedule 1 – Executory Contracts**

<b>No.</b>	<b>ECF No.<sup>1</sup></b>	<b>Debtor</b>	<b>Counterparty</b>	<b>Contract Title</b>	<b>Contract No.</b>	<b>Debtors' Asserted Cure Amount</b>	<b>Disputed Amount</b>
1.	N/A	Sears Holdings Management Corporation	American Express Business Travel	Fin Services - American Express Card Acceptance - Amendment	Cw2338277	\$00.00	No Objection Filed.
2.	N/A	Sears Holdings Management Corporation	American Express Business Travel	Fin - American Express Travel Related Services Company Inc (Gbt Us Llc) - Master Services	Shclcw7058	\$00.00	No Objection Filed.
3.	N/A	Sears Holdings Management Corporation	American Express Travel Related Services Company, Inc.	American Express Card Acceptance Agreement	N/A	\$00.00	No Objection Filed.
4.	N/A	Sears Holdings Management Corporation	American Express Travel Related Services Company, Inc.	Amendment To Agreement For American Express Card Acceptance	N/A	\$00.00	No Objection Filed.
5.	1835	Sears Holdings Corporation	Sears Hometown And Outlet Stores, Inc.	Tax Sharing Agreement	N/A	\$00.00	Not disputed in objection.
6.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.		N/A	\$00.00	Not disputed in objection.

<sup>1</sup> This column reflects the ECF number of any applicable objection filed by the counterparty.



No.	ECF No. <sup>1</sup>	Debtor	Counterparty	Contract Title	Contract No.	Debtors' Asserted Cure Amount	Disputed Amount
7.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Syw - Sears Hometown And Outlet Stores Inc - Retail Establishment Agreement - 2016	Cw2323625	\$00.00	Not disputed in objection.
8.	1893	Sears Holdings Management Corporation	Cross Country Home Services (HMW)	HS OPS-Cross Country Home Service Inc – Agreement - 2014	SHCLCW3606	\$00.00	Not disputed in objection.
9.	1893	Sears Roebuck and Co.	Cross Country Home Services (HMW)		CW2340683	\$00.00	Not disputed in objection.
10.	1893	Sears Roebuck and Co.	Cross Country Home Services, Inc.	Home Services Agreement 2016		\$00.00	Not disputed in objection.
11.	1893	Sears Holdings Management Corporation	Cross Country Home Services, Inc., Homesure Of America, Inc., Homesure Protection of.	Amended and Restated Total Home Management Program Agreement 2017		\$00.00	Not disputed in objection.
12.	1893	Sears Holdings Management Corporation	Cross Country Home Services, Inc., Homesure Of America, Inc., Homesure Protection of.	Guarantee and Security Agreement		\$00.00	Not disputed in objection.
13.	1893	Sears Holdings Management Corporation	Cross Country Home Services, Inc., Homesure Of America, Inc., Homesure Protection of California Inc. and Homesure OF Virginia, Inc.	Third Party Warranty Agreement		\$00.00	Not disputed in objection.
14.	1893	Sears Roebuck and Co.	Cross Country Home Services, Inc.	Fifth Amendment to Home Warranty Service Agreement		\$00.00	Not disputed in objection.



No.	ECF No. <sup>1</sup>	Debtor	Counterparty	Contract Title	Contract No.	Debtors' Asserted Cure Amount	Disputed Amount
15.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Shop Your Way Rewards Retail Establishment Agreement & Amendment #2	396577	\$00.00	Not disputed in objection.
16.	1835	Sears, Roebuck And Co.	Sears Hometown And Outlet Stores, Inc.	Trademark License Agreement	536493	\$00.00	Not disputed in objection.
17.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Office Space Lease	431288	\$00.00	Not disputed in objection.
18.	1835	Innovel Solutions, Inc.	Sears Hometown And Outlet Stores, Inc.	Purchase Agreement For Excess And Salvage Merchandise	534857	\$00.00	Not disputed in objection.
19.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Security Interest In Assets Of Sears Hometown And Outlet Stores, Inc.	N/A	\$00.00	Not disputed in objection.
20.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment #1 To Employee Transition And Administrative Services Agreement	509440	\$00.00	Not disputed in objection.
21.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Transition Of Sears Procurement Services	546403	\$00.00	Not disputed in objection.
22.	1835	Sears Holdings Corporation	Sears Hometown And Outlet Stores, Inc.	Agreement And Authorization For Sho Franchisee Leasing Business	537252	\$00.00	Not disputed in objection.
23.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 10 To Service Agreement	543771	\$00.00	Not disputed in objection.
24.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Service Level Agreement Between Sears Holdings Corporation And Sho	509456	\$00.00	Not disputed in objection.
25.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Shop Your Way Rewards Retail Establishment Agreement	N/A	\$00.00	Not disputed in objection.
26.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 8 To Services Agreement	N/A	\$00.00	Not disputed in objection.



No.	ECF No. <sup>1</sup>	Debtor	Counterparty	Contract Title	Contract No.	Debtors' Asserted Cure Amount	Disputed Amount
27.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Services Agreement		\$00.00	Not disputed in objection.
28.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 1 To Services Agreement		\$00.00	Not disputed in objection.
29.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 2 To Services Agreement		\$00.00	Not disputed in objection.
30.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 3 To Services Agreement		\$00.00	Not disputed in objection.
31.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 4 To Services Agreement		\$00.00	Not disputed in objection.
32.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 5 To Services Agreement		\$00.00	Not disputed in objection.
33.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 6 To Services Agreement		\$00.00	Not disputed in objection.
34.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 7 To Services Agreement		\$00.00	Not disputed in objection.
35.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 9 To Services Agreement		\$00.00	Not disputed in objection.
36.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Employee Transition And Administrative Services Agreement		\$00.00	Not disputed in objection.
37.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 1 To Shop Your Way Rewards Retail Establishment Agreement		\$00.00	Not disputed in objection.
38.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment #2 To Shop Your Way Rewards Retail Establishment Agreement		\$00.00	Not disputed in objection.



No.	ECF No. <sup>1</sup>	Debtor	Counterparty	Contract Title	Contract No.	Debtors' Asserted Cure Amount	Disputed Amount
39.	1835	Sears Holdings Corporation	Sears Hometown And Outlet Stores, Inc.	Separation Agreement		\$00.00	Not disputed in objection.
40.	1835	Sears Holdings Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 1 To Separation Agreement		\$00.00	Not disputed in objection.
41.	1835	Sears, Roebuck And Co.	Sears Hometown And Outlet Stores, Inc.	Amendment No. 1 To Trademark License Agreement		\$00.00	Not disputed in objection.
42.	1835	Sears Holdings Corporation	Sears Hometown And Outlet Stores, Inc.	Supplemental Agreement		\$00.00	Not disputed in objection.
43.	1835	Sears Holdings Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 1 To Supplemental Agreement		\$00.00	Not disputed in objection.
44.	1835	Sears Brands, L.L.C.	Sears Hometown And Outlet Stores, Inc.	License And Intellectual Property Management Agreement	N/A	\$00.00	Not disputed in objection.
45.	1835	Sears Holdings Corporation	Sears Hometown And Outlet Stores, Inc.	Tax Sharing Agreement	N/A	\$00.00	Not disputed in objection.
46.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.		N/A	\$00.00	Not disputed in objection.
47.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Syw - Sears Hometown And Outlet Stores Inc - Retail Establishment Agreement - 2016	Cw2323625	\$00.00	Not disputed in objection.
48.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Shop Your Way Rewards Retail Establishment Agreement & Amendment #2	396577	\$00.00	Not disputed in objection.
49.	1835	Sears, Roebuck And Co.	Sears Hometown And Outlet Stores, Inc.	Trademark License Agreement	536493	\$00.00	Not disputed in objection.
50.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Office Space Lease	431288	\$00.00	Not disputed in objection.



No.	ECF No. <sup>1</sup>	Debtor	Counterparty	Contract Title	Contract No.	Debtors' Asserted Cure Amount	Disputed Amount
51.	N/A	Sears Holdings Management Corporation	First Data Corporation-1000623488 \ Telecheck Services Inc	Lp Ops - Telecheck Services Inc - Warranty Service Agreement - 2008	Shclcw5528	\$ 277,962 <sup>2</sup>	No Objection Filed.
52.	2024	Kmart Corporation	Dfs Services Llc, Successor In Interest To Discover Card Services, Inc.	Notice Of Changes Of Fees Under Merchant Services Agreement Dates November 15, 1987	N/A	N/A	Not disputed in objection.
53.	2024	Kmart Corporation	Discover Financial Services	Letter Of Amendment Dated 9/8/04 To The November 15, 1987 Merchant Services	N/A	N/A	Not disputed in objection.
54.	2024	Kmart Corporation	Discover Financial Services	Letter Of Amendment Dated 9/9/03 To The November 15, 1987 Merchant Services	N/A	N/A	Not disputed in objection.
55.	2024	Kmart Corporation	Discover Financial Services, Inc.	Supplemental Agreement	N/A	N/A	Not disputed in objection.
56.	2072	Sears Holdings Corporation	Stanley Black & Decker, Inc.	Acquired Ip License Agreement	N/A	\$00.00	Not disputed in objection.
57.	1835	Sears, Roebuck And Co.	Sears Hometown And Outlet Stores, Inc.	Amendment No. 1 To Trademark License Agreement	509438	\$00.00	Not disputed in objection.
58.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 9 To Services Agreement	537250	\$00.00	Not disputed in objection.
59.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 8 To Services Agreement	534593	\$00.00	Not disputed in objection.
60.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 7 To Services Agreement	529128	\$00.00	Not disputed in objection.

<sup>2</sup> Buyer reserves all rights to offset any cure costs against amounts owed by First Data Corporation to the Buyer.



No.	ECF No. <sup>1</sup>	Debtor	Counterparty	Contract Title	Contract No.	Debtors' Asserted Cure Amount	Disputed Amount
61.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 5 To Services Agreement	525479	\$00.00	Not disputed in objection.
62.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 6 To Services Agreement	525037	\$00.00	Not disputed in objection.
63.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 3 To Services Agreement	511414	\$00.00	Not disputed in objection.
64.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 4 To Services Agreement	509441	\$00.00	Not disputed in objection.
65.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 2 To Services Agreement	459349	\$00.00	Not disputed in objection.
66.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 1 To Services Agreement	444110	\$00.00	Not disputed in objection.
67.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Services Agreement	396576	\$00.00	Not disputed in objection.
68.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment #2 To Shop Your Way Rewards Retail Establishment Agreement	547382	\$00.00	Not disputed in objection.
69.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 1 To Shop Your Way Rewards Retail Establishment Agreement	547382	\$00.00	Not disputed in objection.
70.	1835	Sears Holdings Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 1 To Supplemental Agreement	509445	\$00.00	Not disputed in objection.
71.	1835	Sears Holdings Corporation	Sears Hometown And Outlet Stores, Inc.	Supplemental Agreement	444115	\$00.00	Not disputed in objection.
72.	1835	Sears Holdings Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 1 To Separation Agreement	444114	\$00.00	Not disputed in objection.



No.	ECF No. <sup>1</sup>	Debtor	Counterparty	Contract Title	Contract No.	Debtors' Asserted Cure Amount	Disputed Amount
73.	1835	Sears Holdings Corporation	Sears Hometown And Outlet Stores, Inc.	Separation Agreement	396575	\$00.00	Not disputed in objection.
74.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 8 To Services Agreement	(blank in notice)	\$00.00	Not disputed in objection.
75.	N/A	Sears Brands Management Corporation	FLI Charge, Inc.	Patent License & Technology Agreement	N/A	\$00.00	No Objection Filed.
76.	N/A	Kmart Corporation; Sears, Roebuck and Co.	ABG Sportcraft, L.L.C.	License Agreement, as amended through 4/5/2018		\$00.00	No Objection Filed.
77.	1821	Sears Brands Management Corporation	Cleva North America, Inc.	License Agreement	N/A	\$00.00	Not disputed in objection with respect to this agreement.
78.	N/A	Sears Brands Management Corporation	Drinkpod LLC	License Agreement	N/A	\$1,675	No Objection Filed.
79.	N/A	Sears Brands Management Corporation	Permasteel, Inc.	License Agreement, as amended through August 28, 2017			No Objection Filed.
80.	N/A	Sears Brands Management Corporation	Gibson Overseas, Inc.	License Agreement	N/A	\$7,889	No Objection Filed.
81.	N/A	Sears Brands Management Corporation	Algert Company	Distribution Agreement		\$00.00	No Objection Filed.
82.	N/A	Sears Brands Management Corporation	Globistic Co., Inc.	Distributorship Agreement	N/A	\$00.00	No Objection Filed.
83.	N/A	Sears Brands Management Corporation	Homemart, S.A.	Retail Store License Agreement, as amended through [ ]	N/A	\$00.00	No Objection Filed.
84.	N/A	Sears Brands Management Corporation	Distribuidora y Comercializadora	Distributorship Agreement	N/A	\$00.00	No Objection Filed.



No.	ECF No. <sup>1</sup>	Debtor	Counterparty	Contract Title	Contract No.	Debtors' Asserted Cure Amount	Disputed Amount
			Master Brands SpA – Chile				
85.	N/A	Sears, Roebuck and Co.	Lands' End, Inc. and its Affiliates	Retail Operations Agreement	N/A	\$00.00	No Objection Filed.
86.	N/A	Sears, Roebuck and Co.; Sears Brands Management Corporation	Sears, Roebuck de Mexico, S.A. de C.V.	Amended and Restated Trademark License Agreement, as Amended through Jan. 1, 2010	N/A	\$00.00	No Objection Filed.
87.	1835	Sears, Roebuck and Co.	Sears Authorized Hometown Stores, LLC and franchise sublicensees	Store License Agreement, as amended July 10, 2017		\$00.00	No Objection Filed.
88.	1835	Sears Roebuck and Co.	Sears Outlet Stores, L.L.C. and its franchisees	Store License Agreement, as amended through May 1, 2016		\$00.00	No Objection Filed.
89.	N/A	Kmart Corporation	Route 66 Holdings, LLC	Amended and Restated License Agreement as amended through 5/12/2010	N/A	\$00.00	No Objection Filed.
90.	N/A	Sears International Marketing, Inc.	Sears, Roebuck de Mexico, S.A. DE C.V.	Amendment to Merchandise Sale Agreement Dated April 17, 1997	N/A	\$00.00	No Objection Filed.
91.	N/A	Sears Roebuck and Co.	Sears Home Appliance Showrooms, LLC	Store License Agreement	396580	\$00.00	No Objection Filed.
92.	N/A	Sears, Roebuck and Co.	Sears International Marketing, Inc. and Sears, Roebuck de Mexico, S.A. de C.V.	Amendment to Merchandise Service and Quality Control Agreement dated April 28, 1997	N/A	\$00.00	No Objection Filed.
93.	N/A	Sears, Roebuck and Co., Sears Brands Management Corporation; Sears	Roebuck de Mexico, S.A de C.V.; Sears International Marketing, Inc.	Second Amendment to Merchandise Service and Quality Control Agreement	N/A	\$00.00	No Objection Filed.
94.	N/A	Sears, Roebuck and Co., Sears Brands	Roebuck de Mexico, S.A de C.V.; Sears	Third Amendment to Merchandise Service and Quality Control Agreement	N/A	\$00.00	No Objection Filed.



No.	ECF No. <sup>1</sup>	Debtor	Counterparty	Contract Title	Contract No.	Debtors' Asserted Cure Amount	Disputed Amount
		Management Corporation; Sears,	International Marketing, Inc.				
95.	N/A	Sears, Roebuck and Co.	Sears International Marketing, Inc. and Sears, Roebuck de Mexico, S.A. de C.V.	Mexico Merchandise Service and Quality Control Agreement	N/A	\$00.00	No Objection Filed.
96.	N/A	Sears Holdings Management Corporation	FIA Card Services NA	FIN- Bank of America N.A. – Statement of Work 1 to Card Service Agreement – 2011	SHCLCW1617	\$00.00	No Objection Filed.
97.	N/A	Sears Holdings Management Corporation	FIA Card Services NA	FIN – Bank of America N.A. – Card Service Agreement - 2011	SHCLCW1617	\$00.00	No Objection Filed.
98.	N/A	SEARS, ROEBUCK AND CO., AND SEARS BRANDS BUSINESS UNIT CORPORATION	CITIBANK, N.A.	AMENDED AND RESTATED MARKETING AGREEMENT		\$00.00	No Objection Filed.
99.	N/A	SEARS, ROEBUCK AND CO.	CITIBANK, N.A.	AMENDED AND RESTATED NEW MERCHANT AGREEMENT		\$00.00	No Objection Filed.
100.	N/A	SEARS BRANDS BUSINESS UNIT CORP; SEARS REOBUECK AND CO.	CITIBANK, N.A.	SECOND AMENDED AND RESTATED PROGRAM AGREEMENT		\$00.00	No Objection Filed.
101.	1835	Kmart Corporation; Sears Holdings Corporation;	Sears Hometown And Outlet Stores, Inc.	Amended And Restated Merchandising Agreement	509443	\$00.00	Cure Amount, if any, to be mutually agreed in each party's sole discretion.
102.	1835	Sears, Roebuck And Co.	Sears Hometown And Outlet Stores, Inc.	Amendment To Amended And Restated Merchandising Agreement		\$00.00	Cure Amount, if any, to be mutually agreed in



No.	ECF No. <sup>1</sup>	Debtor	Counterparty	Contract Title	Contract No.	Debtors' Asserted Cure Amount	Disputed Amount
							each party's sole discretion.
103.	1835	Sears, Roebuck And Co.	Sears Hometown And Outlet Stores, Inc.	Amendment No. 2 To The Amended And Restated Merchandising Agreement		\$00.00	Cure Amount, if any, to be mutually agreed in each party's sole discretion.
104.	1835	Sears, Roebuck And Co.	Sears Hometown And Outlet Stores, Inc.	Amendment No. 3 To The Amended And Restated Merchandising Agreement		\$00.00	Cure Amount, if any, to be mutually agreed in each party's sole discretion.
105.	1835	Sears, Roebuck And Co.	Sears Hometown And Outlet Stores, Inc.	Amendment No. 4 To The Amended And Restated Merchandising Agreement		\$00.00	Cure Amount, if any, to be mutually agreed in each party's sole discretion.
106.	N/A	Sears Holdings Corporation, Sears roebuck and Co., Kmart Corporation	Bank of America, N.A.	Lender Tri-Party Agreement Amended and Restated Agreement		\$00.00	No Objection Filed.
107.	N/A	Sears Holdings Corporation, Sears roebuck and Co., Kmart Corporation	Gordon Brothers Finance Company	Lender Tri-Party Agreement Amended and Restated Agreement		\$00.00	No Objection Filed.
108.	N/A	Sears Holdings Corporation, Sears roebuck and Co., Kmart Corporation	Sears Authorized Hometown Stores, LLC	Lender Tri-Party Agreement Amended and Restated Agreement		\$00.00	No Objection Filed.
109.	N/A	Sears Holdings Corporation, Sears roebuck and Co., Kmart Corporation	Sears Home Applicable Showrooms, LLC	Lender Tri-Party Agreement Amended and Restated Agreement		\$00.00	No Objection Filed.



No.	ECF No. <sup>1</sup>	Debtor	Counterparty	Contract Title	Contract No.	Debtors' Asserted Cure Amount	Disputed Amount
110.	N/A	Sears Holdings Corporation, Sears roebuck and Co., Kmart Corporation	Sears Hometown And Outlet Stores, Inc.	Lender Tri-Party Agreement Amended and Restated Agreement		\$00.00	No Objection Filed.
111.	N/A	Sears Holdings Corporation, Sears roebuck and Co., Kmart Corporation	Sears Outlet Stores, LLC	Lender Tri-Party Agreement Amended and Restated Agreement		\$00.00	No Objection Filed.
112.	N/A	Sears Brands Management Corporation	Beijing Industrial Development	License Agreement		\$00.00	No Objection Filed.
113.	2024	Sears Roebuck and Co.	DFS Services LLC formerly Novus Services, Inc.	Master Services Agreement		\$00.00	Not disputed in objection.
114.	2024	Kmart Corporation	DFS Services LLC, successor in interest to Discover Card Services, Inc.	Master Services Agreement		\$00.00	Not disputed in objection.
115.	N/A	Sears Holdings Management Corporation	Acculink, Inc., DBA Acculynk <sup>3</sup>	Addendum 1 To Paysecure Payment Services Agreement	N/A	\$00.00	No Objection Filed.
116.	N/A	Sears Holdings Management Corporation	Acculink, Inc., DBA Acculynk	Addendum 2 To Paysecure Payment Services Agreement	N/A	\$00.00	No Objection Filed.
117.	N/A	Sears Holdings Management Corporation	Acculink, Inc., DBA Acculynk	Paysecure Payment Services Agreement	N/A	\$00.00	No Objection Filed.
118.	N/A	Sears Holdings Management Corporation	First Data Merchant Services Corporation <sup>4</sup>	Corp_Services - First Data Corp - Master Agreement - 2012	CW2199444	\$00.00	No Objection Filed.

<sup>3</sup> All agreements on this Exhibit to which Acculink, Inc., DBA Acculynk, First Data Merchant Services Corporation, First Data Merchant Services LLC, Star Network, Telecheck Services, Inc., Valuelink LLC, Valuelink, LLC, Valuelink LLC DBS First Data Prepaid Services, Wells Fargo Bank N.A., or their affiliates are a party shall include any and all applicable supplements, amendments, and/or addenda.

<sup>4</sup> Debtors' *Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction* lists the counterparty to this agreement as First Data Corporation – 10000623488\Telecheck services INC. See D.I. 1731, line 2894.



No.	ECF No. <sup>1</sup>	Debtor	Counterparty	Contract Title	Contract No.	Debtors' Asserted Cure Amount	Disputed Amount
119.	N/A	Sears Holdings Management Corporation	First Data Merchant Services LLC <sup>5</sup>	Card Account Updater Addendum To Merchant Services Bankcard Agreement	N/A	\$00.00	No Objection Filed.
120.	N/A	Sears Holdings Management Corporation	First Data Merchant Services LLC	Amendment No. 1 To Merchant Services Bankcard Agreement 10-11-2012 <sup>6</sup>			No Objection Filed.
121.	N/A	Sears Holdings Management Corporation	First Data Merchant Services LLC <sup>7</sup>	Amendment To The Merchant Services Bankcard Agreement	N/A	\$00.00	No Objection Filed.
122.	N/A	Sears Holdings Management Corporation	First Data Merchant Services LLC	Amendment To The Merchant Services Bankcard Agreement By And Among First Data Merchant Services Corporation; Wells Fargo Bank, N.A. And Sears Holdings Management Corporation 10-11-2012 <sup>8</sup>	N/A	\$00.00	No Objection Filed.
123.	N/A	Sears Holdings Management Corporation	First Data Merchant Services LLC	Amendment To The Merchant Services Bankcard Agreement By And Among First Data Merchant Services Corporation; Wells Fargo Bank, N.A. And Sears	N/A	\$00.00	No Objection Filed.

<sup>5</sup> Debtors' Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction lists the counterparty to this agreement as First Data Merchant Services Corporation. See D.I. 1731, line 2895.

<sup>6</sup> Reference to this agreement appears was inadvertently omitted from the Debtors' cure notices. This agreement nonetheless constitutes an Initial Assigned Agreement as the non-Debtor party thereto consents to the assumption and assignment to Transform.

<sup>7</sup> Debtors' Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction lists the counterparty to this agreement as First Data Merchant Services Corporation. See D.I. 1731, line 2896.

<sup>8</sup> Debtors' Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction includes an incomplete contract title and lists the counterparty as First Data Merchant Services Corporation. See D.I. 1731, line 2897. The parties believe this reference may have been intended to refer to the agreement listed but in the event that reference to this agreement was omitted from the Debtors' cure notice, this agreement nonetheless constitutes an Initial Assigned Agreement as the non-Debtor party thereto consents to the assumption and assignment to Transform.



No.	ECF No. <sup>1</sup>	Debtor	Counterparty	Contract Title	Contract No.	Debtors' Asserted Cure Amount	Disputed Amount
				Holdings Management Corporation 8-6-2014 <sup>9</sup>			
124.	N/A	Sears Holdings Management Corporation	First Data Merchant Services LLC	Amendment To The Merchant Services Bankcard Agreement By And Among First Data Merchant Services Corporation And Sears Holdings Management Corporation 3-11-2013 <sup>10</sup>	N/A	\$00.00	No Objection Filed.
125.	N/A	Sears Holdings Management Corporation	First Data Merchant Services LLC <sup>11</sup>	Amendment To First Data Hosted Recurring Payments Services Addendum To Merchant Services Bankcard Agreement By And Between First Data Merchant Services Corporation And Sears Holdings Management Corporation	N/A	\$00.00	No Objection Filed.
126.	N/A	Sears Holdings Management Corporation	First Data Merchant Services LLC <sup>12</sup>	First Data Hosted Recurring Payments Services Addendum To Merchant	N/A	\$00.00	No Objection Filed.

<sup>9</sup> Debtors' Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction includes an incomplete contract title and lists the counterparty as First Data Merchant Services Corporation. See D.I. 1731, line 2897. The parties believe this reference may have been intended to refer to the agreement listed but in the event that reference to this agreement was omitted from the Debtors' cure notice, this agreement nonetheless constitutes an Initial Assigned Agreement as the non-Debtor party thereto consents to the assumption and assignment to Transform.

<sup>10</sup> Debtors' Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction includes an incomplete contract title and lists the counterparty as First Data Merchant Services Corporation. See D.I. 1731, line 2897. The parties believe this reference may have been intended to refer to the agreement listed but in the event that reference to this agreement was omitted from the Debtors' cure notice, this agreement nonetheless constitutes an Initial Assigned Agreement as the non-Debtor party thereto consents to the assumption and assignment to Transform.

<sup>11</sup> Debtors' Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction lists the counterparty to this agreement as First Data Merchant Services Corporation. See D.I. 1731, line 2898.

<sup>12</sup> Debtors' Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction lists the counterparty to this agreement as First Data Merchant Services Corporation. See D.I. 1731, line 2899.



No.	ECF No. <sup>1</sup>	Debtor	Counterparty	Contract Title	Contract No.	Debtors' Asserted Cure Amount	Disputed Amount
				Services Bankcard Agreement			
127.	N/A	Sears Holdings Management Corporation	First Data Merchant Services LLC <sup>13</sup>	Paypoint Addendum To Master Services Bankcard Agreement	N/A	\$00.00	No Objection Filed.
128.	N/A	Sears Holdings Management Corporation	First Data Merchant Services LLC	Amendment No. 2 To The Merchant Services Bankcard Agreement By And Between First Data Merchant Services Corporation Sears Holdings Management Corporation <sup>14</sup>			No Objection Filed.
129.	N/A	Sears Holdings Management Corporation	First Data Merchant Services LLC	Amendment No. 3 To The Merchant Services Bankcard Agreement By And Between First Data Merchant Services Corporation Sears Holdings Management Corporation <sup>15</sup>			No Objection Filed.
130.	N/A	Sears Holdings Management Corporation	First Data Merchant Services LLC	Amendment No. 5 To The Merchant Services Bankcard Agreement By And Among First Data Merchant Services Corporation; Wells Fargo Bank, N.A. And Sears Holdings Management Corporation	N/A	\$00.00	No Objection Filed.
131.	N/A	Sears Holdings Management Corporation	First Data Merchant Services LLC	Amendment No. 4 To The Merchant Services Bankcard Agreement By And Among First Data Merchant Services Corporation; Wells Fargo	N/A	\$00.00	No Objection Filed.

<sup>13</sup> Debtors' Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction lists the counterparty to this agreement as First Data Merchant Services Corporation. See D.I. 1731, line 2900.

<sup>14</sup> Reference to this agreement appears was inadvertently omitted from the Debtors' cure notices. This agreement nonetheless constitutes an Initial Assigned Agreement as the non-Debtor party thereto consents to the assumption and assignment to Transform.

<sup>15</sup> Reference to this agreement appears was inadvertently omitted from the Debtors' cure notices. This agreement nonetheless constitutes an Initial Assigned Agreement as the non-Debtor party thereto consents to the assumption and assignment to Transform.



No.	ECF No. <sup>1</sup>	Debtor	Counterparty	Contract Title	Contract No.	Debtors' Asserted Cure Amount	Disputed Amount
				Bank, N.A. And Sears Holdings Management Corporation <sup>16</sup>			
132.	N/A	Sears Holdings Management Corporation	Star Network	Letter Agreement 6-28-2013 <sup>17</sup>	N/A	\$00.00	No Objection Filed.
133.	N/A	Sears Holdings Management Corporation	Star Network	Star Networks, Inc. Pinless Incentive Addendum <sup>18</sup>		\$00.00	No Objection Filed.
134.	N/A	Sears Holdings Management Corporation	Star Network <sup>19</sup>	Second Addendum To Star Networks, Inc. Pinless Incentive		\$00.00	No Objection Filed.
135.	N/A	Sears Holdings Management Corporation	Telecheck Services, Inc.	ECA Verification Service Addendum (Subscriber's ABD Division) To Telecheck Warranty Service Agreement	N/A	\$00.00	No Objection Filed.
136.	N/A	Sears Holdings Management Corporation	Telecheck Services, Inc.	2016 Amendment To The Telecheck Warranty Services Agreement	N/A	\$00.00	No Objection Filed.

<sup>16</sup> Debtors' *Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction* includes an incomplete contract title and lists the counterparty as First Data Merchant Services Corporation. *See* D.I. 1731, line 2901. The parties believe this reference may have been intended to refer to the agreement listed but in the event that reference to this agreement was omitted from the Debtors' cure notice, this agreement nonetheless constitutes an Initial Assigned Agreement as the non-Debtor party thereto consents to the assumption and assignment to Transform.

<sup>17</sup> Debtors' *Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction* includes reference to an agreement between Sears Holdings Management Corporation and Star Network but does not include title. *See* D.I. 1731, line 6539. The parties believe this reference may have been intended to refer to the agreement listed but in the event that reference to this agreement was omitted from the Debtors' cure notice, this agreement nonetheless constitutes an Initial Assigned Agreement as the non-Debtor party thereto consents to the assumption and assignment to Transform.

<sup>18</sup> Debtors' *Supplemental Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction* includes reference a Second Stars Networks, Inc. Pinless Incentive Addendum for Sears Holdings Management Corporation. *See* D.I. 1774, line 561. The parties believe this reference may have been intended to refer to the agreement listed but in the event that reference to this agreement was omitted from the Debtors' cure notice, this agreement nonetheless constitutes an Initial Assigned Agreement as the non-Debtor party thereto consents to the assumption and assignment to Transform.

<sup>19</sup> Debtors' *Supplemental Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction* lists the counterparty to this agreement as Stars Network, Inc. *See* D.I. 1774, line 560.



No.	ECF No. <sup>1</sup>	Debtor	Counterparty	Contract Title	Contract No.	Debtors' Asserted Cure Amount	Disputed Amount
137.	N/A	Sears Holdings Management Corporation	Telecheck Services, Inc.	Amended And Restated Edeposit Service Addendum To Telecheck Warranty Service Agreement	N/A	\$00.00	No Objection Filed.
138.	N/A	Sears Holdings Management Corporation	Telecheck Services, Inc.	Amendment To The Telecheck Service Agreement 12-3-2013		\$00.00	No Objection Filed.
139.	N/A	Sears Holdings Management Corporation	Telecheck Services, Inc.	Off-Line Authorization Service Amendment To EDeposit Service Addendum 5-12-2014 <sup>20</sup>	N/A	\$00.00	No Objection Filed.
140.	N/A	Sears Holdings Management Corporation	Telecheck Services, Inc.	Amendment To The Telecheck Service Agreement 7-31-2012	N/A	\$00.00	No Objection Filed.
141.	N/A	Sears Holdings Management Corporation	Telecheck Services, Inc.	Dealer Store Addendum 3-7-2009 <sup>21</sup>	N/A	\$271,223 <sup>22</sup>	No Objection Filed.
142.	N/A	Sears Holdings Management Corporation	Telecheck Services, Inc.	2009 Addendum To Telecheck Warranty Service Agreement	N/A	\$00.00	No Objection Filed.
143.	N/A	Sears Holdings Management Corporation	Telecheck Services, Inc.	Telecheck Warranty Service Agreement 2008 <sup>23</sup>			No Objection Filed.

<sup>20</sup> Debtors' Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction includes reference to an "Off-Line Athorization [sic] Service Amendment to EDeposit Service Addendum". See D.I. 1731, line 6784. The parties believe this reference may have been intended to refer to the agreement listed but in the event that reference to this agreement was omitted from the Debtors' cure notice, this agreement nonetheless constitutes an Initial Assigned Agreement as the non-Debtor party thereto consents to the assumption and assignment to Transform.

<sup>21</sup> Debtors' Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction includes reference to "Dealer Stores Addendum to Telecheck Warranty Service Agreement". See D.I. 1731, line 6780. The parties believe this reference may have been intended to refer to the agreement listed but in the event that reference to this agreement was omitted from the Debtors' cure notice, this agreement nonetheless constitutes an Initial Assigned Agreement as the non-Debtor party thereto consents to the assumption and assignment to Transform.

<sup>22</sup> Buyer reserves all rights to offset any cure costs against amounts owed by First Data to the Buyer.

<sup>23</sup> Reference to this agreement appears was inadvertently omitted from the Debtors' cure notices. This agreement nonetheless constitutes an Initial Assigned Agreement as the non-Debtor party thereto consents to the assumption and assignment to Transform.



No.	ECF No. <sup>1</sup>	Debtor	Counterparty	Contract Title	Contract No.	Debtors' Asserted Cure Amount	Disputed Amount
144.	N/A	Shc Promotions LLC	Valuelink LLC	Financial Services - Valuelink LLC - Stored Value Card Processing Agreement - 2007	CW2322478	\$00.00	No Objection Filed.
145.	N/A	Shc Promotions LLC	Valuelink, LLC DBA First Data Prepaid Services	Card Sales And Distribution Addendum - Business To Business To Consumer	N/A	\$00.00	No Objection Filed.
146.	N/A	Shc Promotions LLC	Valuelink, LLC DBA First Data Prepaid Services	Amendment No. 1 Of The Stored Value Card Processing Agreement 6-22-2010 <sup>24</sup>	N/A	\$00.00	No Objection Filed.
147.	N/A	Shc Promotions LLC	Valuelink, LLC DBA First Data Prepaid Services	Amendment No. 1 Of The Stored Value Card Processing Agreement 7-31-2012 <sup>25</sup>	N/A	\$00.00	No Objection Filed.
148.	N/A	Shc Promotions LLC	Valuelink, LLC DBA First Data Prepaid Services	Amendment No. 2 Of The Stored Value Card Processing Agreement	N/A	\$00.00	No Objection Filed.
149.	N/A	Shc Promotions LLC	Valuelink, LLC DBA First Data Prepaid Services	First Data Prepaid Services Internet Card Sales - Hosted Solution Addendum	N/A	\$00.00	No Objection Filed.
150.	N/A	Shc Promotions LLC	Valuelink, LLC DBA First Data Prepaid Services	Amendment for Business Intelligency Reporting Tool <sup>26</sup>			No Objection Filed.
151.	N/A	Sears Holdings Management Corporation	Wells Fargo Bank, N.A.	Amendment No. 5 To The Merchant Services Bankcard Agreement By And Between First Data Merchant Services LLC, Wells Fargo Bank, N.A.	N/A	\$00.00	No Objection Filed.

<sup>24</sup> Debtors' Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction includes an incomplete contract title. See D.I. 1731, line 7256. The parties believe this reference may have been intended to refer to the agreement listed but in the event that reference to this agreement was omitted from the Debtors' cure notice, this agreement nonetheless constitutes an Initial Assigned Agreement as the non-Debtor party thereto consents to the assumption and assignment to Transform.

<sup>25</sup> Debtors' Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction includes an incomplete contract title. See D.I. 1731, line 7256. The parties believe this reference may have been intended to refer to the agreement listed but in the event that reference to this agreement was omitted from the Debtors' cure notice, this agreement nonetheless constitutes an Initial Assigned Agreement as the non-Debtor party thereto consents to the assumption and assignment to Transform.

<sup>26</sup> Reference to this agreement appears was inadvertently omitted from the Debtors' cure notices. This agreement nonetheless constitutes an Initial Assigned Agreement as the non-Debtor party thereto consents to the assumption and assignment to Transform.



No.	ECF No. <sup>1</sup>	Debtor	Counterparty	Contract Title	Contract No.	Debtors' Asserted Cure Amount	Disputed Amount
				And Sears Holdings Management Corporation			
152.	N/A	Sears Holdings Management Corporation	Wells Fargo Bank, N.A.	Amendment To The Merchant Services Bankcard Agreement By And Among First Data Merchant Services Corporation; Wells Fargo Bank, N.A. And Sears Holdings Management Corporation 10-11-2012 <sup>27</sup>	N/A	\$00.00	No Objection Filed.
153.	N/A	Sears Holdings Management Corporation	Wells Fargo Bank, N.A.	Amendment No. 4 To The Merchant Services Bankcard Agreement By And Among First Data Merchant Services Corporation; Wells Fargo Bank, N.A. And Sears Holdings Management Corporation	N/A	\$00.00	No Objection Filed.
154.	N/A	Sears Holdings Management Corporation	Wells Fargo Bank, N.A.	Amendment No. 3 To The Merchant Services Bankcard Agreement By And Among First Data Merchant Services Corporation And Sears Holdings Management Corporation <sup>28</sup>			No Objection Filed.
155.	N/A	Sears Holdings Management Corporation	Wells Fargo Bank, N.A.	Amendment To The Merchant Services Bankcard Agreement By And Among First Data Merchant Services Corporation; Wells Fargo	N/A	\$00.00	No Objection Filed.

<sup>27</sup> Debtors' Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction includes an incomplete contract title. See D.I. 1731, line 7535. The parties believe this reference may have been intended to refer to the agreement listed but in the event that reference to this agreement was omitted from the Debtors' cure notice, this agreement nonetheless constitutes an Initial Assigned Agreement as the non-Debtor party thereto consents to the assumption and assignment to Transform.

<sup>28</sup> Reference to this agreement appears was inadvertently omitted from the Debtors' cure notices. This agreement nonetheless constitutes an Initial Assigned Agreement as the non-Debtor party thereto consents to the assumption and assignment to Transform.



No.	ECF No. <sup>1</sup>	Debtor	Counterparty	Contract Title	Contract No.	Debtors' Asserted Cure Amount	Disputed Amount
				Bank, N.A. And Sears Holdings Management Corporation 8-6-2014 <sup>29</sup>			
156.	N/A	Sears Holdings Management Corporation	Wells Fargo Bank, N.A.	Amendment To The Merchant Services Bankcard Agreement 1-31-2014 <sup>30</sup>	N/A	\$00.00	No Objection Filed.
157.	N/A	Sears Holdings Management Corporation	Wells Fargo Bank, N.A.	Amendment No. 1 To Merchant Services Bankcard Agreement 10-11-2012 <sup>31</sup>			No Objection Filed.
158.	N/A	Sears Holdings Management Corporation	Wells Fargo Bank, N.A.	Merchant Services Bankcard Agreement <sup>32</sup>	SHCLCW5789	\$(8,745) <sup>33</sup>	No Objection Filed.
159.	N/A	Sears Holdings Management Corporation	Wells Fargo Bank, N.A.	Amendment To The Merchant Services Bankcard Agreement By And Among First Data Merchant Services Corporation And Sears Holdings Management Corporation 3-11-2013 <sup>34</sup>			No Objection Filed.

<sup>29</sup> Debtors' *Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction* includes an incomplete contract title. *See* D.I. 1731, line 7535. The parties believe this reference may have been intended to refer to the agreement listed but in the event that reference to this agreement was omitted from the Debtors' cure notice, this agreement nonetheless constitutes an Initial Assigned Agreement as the non-Debtor party thereto consents to the assumption and assignment to Transform.

<sup>30</sup> Debtors' *Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction* includes an incomplete contract title. *See* D.I. 1731, line 7535. The parties believe this reference may have been intended to refer to the agreement listed but in the event that reference to this agreement was omitted from the Debtors' cure notice, this agreement nonetheless constitutes an Initial Assigned Agreement as the non-Debtor party thereto consents to the assumption and assignment to Transform.

<sup>31</sup> Reference to this agreement appears was inadvertently omitted from the Debtors' cure notices. This agreement nonetheless constitutes an Initial Assigned Agreement as the non-Debtor party thereto consents to the assumption and assignment to Transform.

<sup>32</sup> Debtors' *Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction* lists an agreement titled "FS – First Data Merchant Services Corporation – Merchant Services Bankcard Agreement", which we believe may have been intended to refer to this agreement. *See* D.I. 1731, line 7533. In the event that reference to this agreement was omitted from the Debtors' cure notices, this agreement constitutes an Initial Assigned Agreement nonetheless as the non-Debtor party thereto consents to the assumption and assignment to Transform.

<sup>33</sup> Buyer reserves all rights to offset any cure costs against amounts owed by First Data to the Buyer.

<sup>34</sup> Debtors' *Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction* includes an incomplete contract title. *See* D.I. 1731, line 7535. The parties believe this reference may have been intended to refer to the agreement



No.	ECF No. <sup>1</sup>	Debtor	Counterparty	Contract Title	Contract No.	Debtors' Asserted Cure Amount	Disputed Amount
160.	N/A	Sears Holdings Management Corporation	Wells Fargo Bank, N.A.	Amendment No. 2 To The Merchant Services Bankcard Agreement By And Between First Data Merchant Services Corporation Sears Holdings Management Corporation <sup>35</sup>			No Objection Filed.
161.	N/A	Servicelive, Inc.	Valuelink, LLC	Master Services Agreement			No Objection Filed.
162.	N/A	Servicelive, Inc.	Valuelink, LLC	Service Schedule A – Agent Addendum <sup>36</sup>	N/A	\$00.00	No Objection Filed.
163.	N/A	Servicelive, Inc.	Valuelink, LLC	Amendment #1 of the Master Services Agreement by and between Valuelink, LLC and Servicelive, Inc <sup>37</sup>			No Objection Filed.
164.	N/A	Servicelive, Inc.	Valuelink, LLC	Amendment #2 of the Master Services Agreement by and between Valuelink, LLC and Servicelive, Inc <sup>38</sup>			No Objection Filed.

listed but in the event that reference to this agreement was omitted from the Debtors' cure notice, this agreement nonetheless constitutes an Initial Assigned Agreement as the non-Debtor party thereto consents to the assumption and assignment to Transform.

<sup>35</sup> Reference to this agreement appears was inadvertently omitted from the Debtors' cure notices. This agreement nonetheless constitutes an Initial Assigned Agreement as the non-Debtor party thereto consents to the assumption and assignment to Transform.

<sup>36</sup> Reference to this agreement appears was inadvertently omitted from the Debtors' cure notices. This agreement nonetheless constitutes an Initial Assigned Agreement as the non-Debtor party thereto consents to the assumption and assignment to Transform.

<sup>37</sup> Reference to this agreement appears was inadvertently omitted from the Debtors' cure notices. This agreement nonetheless constitutes an Initial Assigned Agreement as the non-Debtor party thereto consents to the assumption and assignment to Transform.

<sup>38</sup> Reference to this agreement appears was inadvertently omitted from the Debtors' cure notices. This agreement nonetheless constitutes an Initial Assigned Agreement as the non-Debtor party thereto consents to the assumption and assignment to Transform.



**Schedule 2 – Leases**

	<b>ECF No.</b>	<b>Counterparty</b>	<b>Debtor</b>	<b>Contract Title</b>	<b>Contract No.</b>	<b>Cure Amount</b>	<b>Disputed Amount</b>
165.	N/A	SRC Facilities LLC	Kmart Corporation; Sears, Roebuck and Co.	Amended and Restated Master Lease Agreement	N/A	\$00.00	TBD <sup>39</sup>
166.	N/A	SRC O.P LLC	Kmart Corporation; Sears, Roebuck and Co	Amended and Restated Master Lease Agreement	N/A	\$00.00	TBD <sup>40</sup>

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<sup>39</sup> Sparrow entities reserve rights with respect to payment of post-petition rent under MLA with respect to dark stores.

<sup>40</sup> Sparrow entities reserve rights with respect to payment of post-petition rent under MLA with respect to dark stores.



**Exhibit B**

**Incremental Redline to Third Amended List**



**Exhibit ~~B~~A**

**~~Assumption and Assignment Notice~~**  
**~~Initial Assigned Agreements~~Fourth Amended List**

**Schedule 1 – Executory Contracts**

No.	ECF No. <sup>1</sup>	Debtor	Counterparty	Contract Title	Contract No.	Debtors' Asserted Cure Amount	Disputed Amount
1.	N/A	Sears Holdings Management Corporation	American Express Business Travel	Fin Services - American Express Card  Acceptance - Amendment	Cw2338277	\$00.00	No Objection Filed.
2.	N/A	Sears Holdings Management Corporation	American Express Business Travel	Fin - American Express Travel Related Services  Company Inc (Gbt Us Llc) - Master Services	Shclcw7058	\$00.00	No Objection Filed.
3.	N/A	Sears Holdings Management Corporation	American Express Travel Related Services  Company, Inc.	American Express Card Acceptance Agreement	N/A	\$00.00	No Objection Filed.
4.	N/A	Sears Holdings Management Corporation	American Express Travel Related Services  Company, Inc.	Amendment To Agreement For American Express Card Acceptance	N/A	\$00.00	No Objection Filed.
5.	1835	Sears Holdings Corporation	Sears Hometown And Outlet Stores,	Tax Sharing Agreement	N/A	\$00.00	Not disputed in objection.

<sup>1</sup> This column reflects the ECF number of any applicable objection filed by the counterparty.



No.	ECF No. <sup>1</sup>	Debtor	Counterparty	Contract Title	Contract No.	Debtors' Asserted Cure Amount	Disputed Amount
			Inc.				
6.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.		N/A	\$00.00	Not disputed in objection.
7.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Syw - Sears Hometown And Outlet Stores Inc - Retail Establishment Agreement - 2016	Cw2323625	\$00.00	Not disputed in objection.
8.	1893	Sears Holdings Management Corporation	Cross Country Home Services (HMW)	HS OPS-Cross Country Home Service Inc – Agreement - 2014	SHCLCW3606	\$00.00	Not disputed in objection.
9.	1893	Sears Roebuck and Co.	Cross Country Home Services (HMW)		CW2340683	\$00.00	Not disputed in objection.
10.	1893	Sears Roebuck and Co.	Cross Country Home Services, Inc.	Home Services Agreement 2016		\$00.00	Not disputed in objection.
11.	1893	Sears Holdings Management Corporation	Cross Country Home Services, Inc., Homesure Of America, Inc., Homesure Protection of.	Amended and Restated Total Home Management Program Agreement 2017		\$00.00	Not disputed in objection.
12.	1893	Sears Holdings Management Corporation	Cross Country Home Services, Inc., Homesure Of America, Inc., Homesure Protection of.	Guarantee and Security Agreement		\$00.00	Not disputed in objection.
13.	1893	Sears Holdings Management Corporation	Cross Country Home Services, Inc., Homesure Of America, Inc., Homesure Protection of California Inc. and Homesure OF	Third Party Warranty Agreement		\$00.00	Not disputed in objection.



No.	ECF No. <sup>1</sup>	Debtor	Counterparty	Contract Title	Contract No.	Debtors' Asserted Cure Amount	Disputed Amount
			Virginia, Inc.				
14.	1893	Sears Roebuck and Co.	Cross Country Home Services, Inc.	Fifth Amendment to Home Warranty Service Agreement		\$00.00	Not disputed in objection.
15.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Shop Your Way Rewards Retail Establishment Agreement & Amendment #2	396577	\$00.00	Not disputed in objection.
16.	1835	Sears, Roebuck And Co.	Sears Hometown And Outlet Stores, Inc.	Trademark License Agreement	536493	\$00.00	Not disputed in objection.
17.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Office Space Lease	431288	\$00.00	Not disputed in objection.
18.	1835	Innovel Solutions, Inc.	Sears Hometown And Outlet Stores, Inc.	Purchase Agreement For Excess And Salvage Merchandise	534857	\$00.00	Not disputed in objection.
19.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Security Interest In Assets Of Sears Hometown And Outlet Stores, Inc.	N/A	\$00.00	Not disputed in objection.
20.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment #1 To Employee Transition And Administrative Services Agreement	509440	\$00.00	Not disputed in objection.
21.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Transition Of Sears Procurement Services	546403	\$00.00	Not disputed in objection.
22.	1835	Sears Holdings Corporation	Sears Hometown And Outlet Stores, Inc.	Agreement And Authorization For Sho Franchisee Leasing Business	537252	\$00.00	Not disputed in objection.
23.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 10 To Service Agreement	543771	\$00.00	Not disputed in objection.
24.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Service Level Agreement Between Sears Holdings Corporation And Sho	509456	\$00.00	Not disputed in objection.



No.	ECF No. <sup>1</sup>	Debtor	Counterparty	Contract Title	Contract No.	Debtors' Asserted Cure Amount	Disputed Amount
25.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Shop Your Way Rewards Retail Establishment Agreement	N/A	\$00.00	Not disputed in objection.
26.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 8 To Services Agreement	N/A	\$00.00	Not disputed in objection.
27.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Services Agreement		\$00.00	Not disputed in objection.
28.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 1 To Services Agreement		\$00.00	Not disputed in objection.
29.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 2 To Services Agreement		\$00.00	Not disputed in objection.
30.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 3 To Services Agreement		\$00.00	Not disputed in objection.
31.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 4 To Services Agreement		\$00.00	Not disputed in objection.
32.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 5 To Services Agreement		\$00.00	Not disputed in objection.
33.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 6 To Services Agreement		\$00.00	Not disputed in objection.
34.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 7 To Services Agreement		\$00.00	Not disputed in objection.
35.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 9 To Services Agreement		\$00.00	Not disputed in objection.
36.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Employee Transition And Administrative Services Agreement		\$00.00	Not disputed in objection.



No.	ECF No. <sup>1</sup>	Debtor	Counterparty	Contract Title	Contract No.	Debtors' Asserted Cure Amount	Disputed Amount
37.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 1 To Shop Your Way Rewards Retail Establishment Agreement		\$00.00	Not disputed in objection.
38.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment #2 To Shop Your Way Rewards Retail Establishment Agreement		\$00.00	Not disputed in objection.
39.	1835	Sears Holdings Corporation	Sears Hometown And Outlet Stores, Inc.	Separation Agreement		\$00.00	Not disputed in objection.
40.	1835	Sears Holdings Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 1 To Separation Agreement		\$00.00	Not disputed in objection.
41.	1835	Sears, Roebuck And Co.	Sears Hometown And Outlet Stores, Inc.	Amendment No. 1 To Trademark License Agreement		\$00.00	Not disputed in objection.
42.	1835	Sears Holdings Corporation	Sears Hometown And Outlet Stores, Inc.	Supplemental Agreement		\$00.00	Not disputed in objection.
43.	1835	Sears Holdings Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 1 To Supplemental Agreement		\$00.00	Not disputed in objection.
44.	1835	Sears Brands, L.L.C.	Sears Hometown And Outlet Stores, Inc.	License And Intellectual Property Management Agreement	N/A	\$00.00	Not disputed in objection.
45.	1835	Sears Holdings Corporation	Sears Hometown And Outlet Stores, Inc.	Tax Sharing Agreement	N/A	\$00.00	Not disputed in objection.
46.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.		N/A	\$00.00	Not disputed in objection.
47.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Syw - Sears Hometown And Outlet Stores Inc - Retail Establishment Agreement - 2016	Cw2323625	\$00.00	Not disputed in objection.
48.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Shop Your Way Rewards Retail Establishment Agreement & Amendment	396577	\$00.00	Not disputed in objection.



No.	ECF No. <sup>1</sup>	Debtor	Counterparty	Contract Title	Contract No.	Debtors' Asserted Cure Amount	Disputed Amount
				#2			
49.	1835	Sears, Roebuck And Co.	Sears Hometown And Outlet Stores, Inc.	Trademark License Agreement	536493	\$00.00	Not disputed in objection.
50.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Office Space Lease	431288	\$00.00	Not disputed in objection.
51.	N/A	Sears Holdings Management Corporation	First Data Corporation-10006 23488 \ Telecheck Services Inc	Lp Ops - Telecheck Services Inc - Warranty Service Agreement - 2008	Shclcw5528	\$ 277,962 <sup>2</sup>	No Objection Filed.
52.	2024	Kmart Corporation	Dfs Services Llc, Successor In Interest To Discover Card Services, Inc.	Notice Of Changes Of Fees Under Merchant Services Agreement Dates November 15, 1987	N/A	N/A	Not disputed in objection.
53.	2024	Kmart Corporation	Discover Financial Services	Letter Of Amendment Dated 9/8/04 To The November 15, 1987 Merchant Services	N/A	N/A	Not disputed in objection.
54.	2024	Kmart Corporation	Discover Financial Services	Letter Of Amendment Dated 9/9/03 To The November 15, 1987 Merchant Services	N/A	N/A	Not disputed in objection.
55.	2024	Kmart Corporation	Discover Financial Services, Inc.	Supplemental Agreement	N/A	N/A	Not disputed in objection.
56.	2072	Sears Holdings Corporation	Stanley Black & Decker, Inc.	Acquired Ip License Agreement	N/A	\$00.00	Not disputed in objection.
57.	1835	Sears, Roebuck And Co.	Sears Hometown And Outlet Stores, Inc.	Amendment No. 1 To Trademark License Agreement	509438	\$00.00	Not disputed in objection.
58.	1835	Sears Holdings Management	Sears Hometown And Outlet Stores,	Amendment No. 9 To Services Agreement	537250	\$00.00	Not disputed in

<sup>2</sup> Buyer reserves all rights to offset any cure costs against amounts owed by First Data Corporation to the Buyer.



No.	ECF No. <sup>1</sup>	Debtor	Counterparty	Contract Title	Contract No.	Debtors' Asserted Cure Amount	Disputed Amount
		Corporation	Inc.				objection.
59.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 8 To Services Agreement	534593	\$00.00	Not disputed in objection.
60.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 7 To Services Agreement	529128	\$00.00	Not disputed in objection.
61.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 5 To Services Agreement	525479	\$00.00	Not disputed in objection.
62.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 6 To Services Agreement	525037	\$00.00	Not disputed in objection.
63.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 3 To Services Agreement	511414	\$00.00	Not disputed in objection.
64.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 4 To Services Agreement	509441	\$00.00	Not disputed in objection.
65.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 2 To Services Agreement	459349	\$00.00	Not disputed in objection.
66.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 1 To Services Agreement	444110	\$00.00	Not disputed in objection.
67.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Services Agreement	396576	\$00.00	Not disputed in objection.
68.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment #2 To Shop Your Way Rewards Retail Establishment Agreement	547382	\$00.00	Not disputed in objection.
69.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 1 To Shop Your Way Rewards Retail Establishment Agreement	547382	\$00.00	Not disputed in objection.



No.	ECF No. <sup>1</sup>	Debtor	Counterparty	Contract Title	Contract No.	Debtors' Asserted Cure Amount	Disputed Amount
70.	1835	Sears Holdings Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 1 To Supplemental Agreement	509445	\$00.00	Not disputed in objection.
71.	1835	Sears Holdings Corporation	Sears Hometown And Outlet Stores, Inc.	Supplemental Agreement	444115	\$00.00	Not disputed in objection.
72.	1835	Sears Holdings Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 1 To Separation Agreement	444114	\$00.00	Not disputed in objection.
73.	1835	Sears Holdings Corporation	Sears Hometown And Outlet Stores, Inc.	Separation Agreement	396575	\$00.00	Not disputed in objection.
74.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 8 To Services Agreement	(blank in notice)	\$00.00	Not disputed in objection.
75.	N/A	Sears Brands Management Corporation	FLI Charge, Inc.	Patent License & Technology Agreement	N/A	\$00.00	No Objection Filed.
76.	N/A	Kmart Corporation; Sears, Roebuck and Co.	ABG Sportcraft, L.L.C.	License Agreement, as amended through 4/5/2018		\$00.00	No Objection Filed.
77.	1821	Sears Brands Management Corporation	Cleva North America, Inc.	License Agreement	N/A	\$00.00	Not disputed in objection with respect to this agreement.
78.	N/A	Sears Brands Management Corporation	Drinkpod LLC	License Agreement	N/A	\$1,675	No Objection Filed.
79.	N/A	Sears Brands Management Corporation	Permasteel, Inc.	License Agreement, as amended through August 28, 2017			No Objection Filed.
80.	N/A	Sears Brands Management Corporation	Gibson Overseas, Inc.	License Agreement	N/A	\$7,889	No Objection Filed.
81.	N/A	Sears Brands Management Corporation	Algert Company	Distribution Agreement		\$00.00	No Objection Filed.



No.	ECF No. <sup>1</sup>	Debtor	Counterparty	Contract Title	Contract No.	Debtors' Asserted Cure Amount	Disputed Amount
82.	N/A	Sears Brands Management Corporation	Globistic Co., Inc.	Distributorship Agreement	N/A	\$00.00	No Objection Filed.
83.	N/A	Sears Brands Management Corporation	Homemart, S.A.	Retail Store License Agreement, as amended through [ ]	N/A	\$00.00	No Objection Filed.
84.	N/A	Sears Brands Management Corporation	Distribuidora y Comercializadora Master Brands SpA – Chile	Distributorship Agreement	N/A	\$00.00	No Objection Filed.
85.	N/A	Sears, Roebuck and Co.	Lands' End, Inc. and its Affiliates	Retail Operations Agreement	N/A	\$00.00	No Objection Filed.
86.	N/A	Sears, Roebuck and Co.; Sears Brands Management Corporation	Sears, Roebuck de Mexico, S.A. de C.V.	Amended and Restated Trademark License Agreement, as Amended through Jan. 1, 2010	N/A	\$00.00	No Objection Filed.
87.	1835	Sears, Roebuck and Co.	Sears Authorized Hometown Stores, LLC and franchise sublicensees	Store License Agreement, as amended July 10, 2017		\$00.00	No Objection Filed.
88.	1835	Sears Roebuck and Co.	Sears Outlet Stores, L.L.C. and its franchisees	Store License Agreement, as amended through May 1, 2016		\$00.00	No Objection Filed.
89.	N/A	Kmart Corporation	Route 66 Holdings, LLC	Amended and Restated License Agreement as amended through 5/12/2010	N/A	\$00.00	No Objection Filed.
90.	N/A	Sears International Marketing, Inc.	Sears, Roebuck de Mexico, S.A. DE C.V.	Amendment to Merchandise Sale Agreement Dated April 17, 1997	N/A	\$00.00	No Objection Filed.
91.	N/A	Sears Roebuck and Co.	Sears Home Appliance Showrooms, LLC	Store License Agreement	396580	\$00.00	No Objection Filed.
92.	N/A	Sears, Roebuck and Co.	Sears International Marketing, Inc. and Sears, Roebuck de Mexico, S.A. de C.V.	Amendment to Merchandise Service and Quality Control Agreement dated April 28, 1997	N/A	\$00.00	No Objection Filed.



No.	ECF No. <sup>1</sup>	Debtor	Counterparty	Contract Title	Contract No.	Debtors' Asserted Cure Amount	Disputed Amount
93.	N/A	Sears, Roebuck and Co., Sears Brands Management Corporation; Sears	Roebuck de Mexico, S.A de C.V.; Sears International Marketing, Inc.	Second Amendment to Merchandise Service and Quality Control Agreement	N/A	\$00.00	No Objection Filed.
94.	N/A	Sears, Roebuck and Co., Sears Brands Management Corporation; Sears,	Roebuck de Mexico, S.A de C.V.; Sears International Marketing, Inc.	Third Amendment to Merchandise Service and Quality Control Agreement	N/A	\$00.00	No Objection Filed.
95.	N/A	Sears, Roebuck and Co.	Sears International Marketing, Inc. and Sears, Roebuck de Mexico, S.A. de C.V.	Mexico Merchandise Service and Quality Control Agreement	N/A	\$00.00	No Objection Filed.
96.	N/A	Sears Holdings Management Corporation	FIA Card Services NA	FIN- Bank of America N.A. – Statement of Work 1 to Card Service Agreement – 2011	SHCLCW1617	\$00.00	No Objection Filed.
97.	N/A	Sears Holdings Management Corporation	FIA Card Services NA	FIN – Bank of America N.A. – Card Service Agreement - 2011	SHCLCW1617	\$00.00	No Objection Filed.
98.	N/A	SEARS, ROEBUCK AND CO., AND SEARS BRANDS BUSINESS UNIT CORPORATION	CITIBANK, N.A.	AMENDED AND RESTATED MARKETING AGREEMENT		\$00.00	No Objection Filed.
99.	N/A	SEARS, ROEBUCK AND CO.	CITIBANK, N.A.	AMENDED AND RESTATED NEW MERCHANT AGREEMENT		\$00.00	No Objection Filed.
100.	N/A	SEARS BRANDS BUSINESS UNIT CORP; SEARS REOBUEK AND CO.	CITIBANK, N.A.	SECOND AMENDED AND RESTATED PROGRAM AGREEMENT		\$00.00	No Objection Filed.



No.	ECF No. <sup>1</sup>	Debtor	Counterparty	Contract Title	Contract No.	Debtors' Asserted Cure Amount	Disputed Amount
101.	1835	Kmart Corporation; Sears Holdings Corporation;	Sears Hometown And Outlet Stores, Inc.	Amended And Restated Merchandising Agreement	509443	\$00.00	Cure Amount, if any, to be mutually agreed in each party's sole discretion.
102.	1835	Sears, Roebuck And Co.	Sears Hometown And Outlet Stores, Inc.	Amendment To Amended And Restated Merchandising Agreement		\$00.00	Cure Amount, if any, to be mutually agreed in each party's sole discretion.
103.	1835	Sears, Roebuck And Co.	Sears Hometown And Outlet Stores, Inc.	Amendment No. 2 To The Amended And Restated Merchandising Agreement		\$00.00	Cure Amount, if any, to be mutually agreed in each party's sole discretion.
104.	1835	Sears, Roebuck And Co.	Sears Hometown And Outlet Stores, Inc.	Amendment No. 3 To The Amended And Restated Merchandising Agreement		\$00.00	Cure Amount, if any, to be mutually agreed in each party's sole discretion.
105.	1835	Sears, Roebuck And Co.	Sears Hometown And Outlet Stores, Inc.	Amendment No. 4 To The Amended And Restated Merchandising Agreement		\$00.00	Cure Amount, if any, to be mutually agreed in each party's sole discretion.
106.	N/A	Sears Holdings Corporation, Sears roebuck and Co., Kmart Corporation	Bank of America, N.A.	Lender Tri-Party Agreement Amended and Restated Agreement		\$00.00	No Objection Filed.
107.	N/A	Sears Holdings Corporation, Sears roebuck and Co., Kmart Corporation	Gordon Brothers Finance Company	Lender Tri-Party Agreement Amended and Restated Agreement		\$00.00	No Objection Filed.
108.	N/A	Sears Holdings Corporation, Sears roebuck and Co.,	Sears Authorized Hometown Stores, LLC	Lender Tri-Party Agreement Amended and Restated Agreement		\$00.00	No Objection Filed.



No.	ECF No. <sup>1</sup>	Debtor	Counterparty	Contract Title	Contract No.	Debtors' Asserted Cure Amount	Disputed Amount
		Kmart Corporation					
109.	N/A	Sears Holdings Corporation, Sears roebuck and Co., Kmart Corporation	Sears Home Applicable Showrooms, LLC	Lender Tri-Party Agreement Amended and Restated Agreement		\$00.00	No Objection Filed.
110.	N/A	Sears Holdings Corporation, Sears roebuck and Co., Kmart Corporation	Sears Hometown And Outlet Stores, Inc.	Lender Tri-Party Agreement Amended and Restated Agreement		\$00.00	No Objection Filed.
111.	N/A	Sears Holdings Corporation, Sears roebuck and Co., Kmart Corporation	Sears Outlet Stores, LLC	Lender Tri-Party Agreement Amended and Restated Agreement		\$00.00	No Objection Filed.
112.	N/A	Sears Brands Management Corporation	Beijing Industrial Development	License Agreement		\$00.00	No Objection Filed.
113.	2024	Sears Roebuck and Co.	DFS Services LLC formerly Novus Services, Inc.	Master Services Agreement		\$00.00	Not disputed in objection.
114.	2024	Kmart Corporation	DFS Services LLC, successor in interest to Discover Card Services, Inc.	Master Services Agreement		\$00.00	Not disputed in objection.
<a href="#"><u>115.</u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>Sears Holdings Management Corporation</u></a>	<a href="#"><u>Acculink, Inc., DBA Acculynk<sup>3</sup></u></a>	<a href="#"><u>Addendum 1 To Paysecure Payment Services Agreement</u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>\$00.00</u></a>	<a href="#"><u>No Objection Filed.</u></a>
<a href="#"><u>116.</u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>Sears Holdings Management Corporation</u></a>	<a href="#"><u>Acculink, Inc., DBA Acculynk</u></a>	<a href="#"><u>Addendum 2 To Paysecure Payment Services Agreement</u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>\$00.00</u></a>	<a href="#"><u>No Objection Filed.</u></a>

<sup>3</sup> [All agreements on this Exhibit to which Acculink, Inc., DBA Acculynk, First Data Merchant Services Corporation, First Data Merchant Services LLC, Star Network, Telecheck Services, Inc., Valuelink LLC, Valuelink, LLC, Valuelink LLC DBS First Data Prepaid Services, Wells Fargo Bank N.A., or their affiliates are a party shall include any and all applicable supplements, amendments, and/or addenda.](#)



No.	ECF No. <sup>1</sup>	Debtor	Counterparty	Contract Title	Contract No.	Debtors' Asserted Cure Amount	Disputed Amount
<a href="#"><u>117.</u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>Sears Holdings Management Corporation</u></a>	<a href="#"><u>Acculink, Inc., DBA Acculynk</u></a>	<a href="#"><u>Paysecure Payment Services Agreement</u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>\$00.00</u></a>	<a href="#"><u>No Objection Filed.</u></a>
<a href="#"><u>118.</u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>Sears Holdings Management Corporation</u></a>	<a href="#"><u>First Data Merchant Services Corporation<sup>4</sup></u></a>	<a href="#"><u>Corp. Services - First Data Corp - Master Agreement - 2012</u></a>	<a href="#"><u>CW2199444</u></a>	<a href="#"><u>\$00.00</u></a>	<a href="#"><u>No Objection Filed.</u></a>
<a href="#"><u>119.</u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>Sears Holdings Management Corporation</u></a>	<a href="#"><u>First Data Merchant Services LLC<sup>5</sup></u></a>	<a href="#"><u>Card Account Updater Addendum To Merchant Services Bankcard Agreement</u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>\$00.00</u></a>	<a href="#"><u>No Objection Filed.</u></a>
<a href="#"><u>120.</u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>Sears Holdings Management Corporation</u></a>	<a href="#"><u>First Data Merchant Services LLC</u></a>	<a href="#"><u>Amendment No. 1 To Merchant Services Bankcard Agreement 10-11-2012<sup>6</sup></u></a>			<a href="#"><u>No Objection Filed.</u></a>
<a href="#"><u>121.</u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>Sears Holdings Management Corporation</u></a>	<a href="#"><u>First Data Merchant Services LLC<sup>7</sup></u></a>	<a href="#"><u>Amendment To The Merchant Services Bankcard Agreement</u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>\$00.00</u></a>	<a href="#"><u>No Objection Filed.</u></a>

<sup>4</sup> [Debtors' Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction](#) lists the counterparty to this agreement as First Data Corporation – 10000623488\Telecheck services INC.. See D.I. 1731, line 2894.

<sup>5</sup> [Debtors' Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction](#) lists the counterparty to this agreement as First Data Merchant Services Corporation. See D.I. 1731, line 2895.

<sup>6</sup> Reference to this agreement appears was inadvertently omitted from the Debtors' cure notices. This agreement nonetheless constitutes an Initial Assigned Agreement as the non-Debtor party thereto consents to the assumption and assignment to Transform.

<sup>7</sup> [Debtors' Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction](#) lists the counterparty to this agreement as First Data Merchant Services Corporation. See D.I. 1731, line 2896.



No.	ECF No. <sup>1</sup>	Debtor	Counterparty	Contract Title	Contract No.	Debtors' Asserted Cure Amount	Disputed Amount
<a href="#"><u>122.</u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>Sears Holdings Management Corporation</u></a>	<a href="#"><u>First Data Merchant Services LLC</u></a>	<a href="#"><u>Amendment To The Merchant Services Bankcard Agreement By And Among First Data Merchant Services Corporation; Wells Fargo Bank, N.A. And Sears Holdings Management Corporation 10-11-2012<sup>8</sup></u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>\$00.00</u></a>	<a href="#"><u>No Objection Filed.</u></a>
<a href="#"><u>123.</u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>Sears Holdings Management Corporation</u></a>	<a href="#"><u>First Data Merchant Services LLC</u></a>	<a href="#"><u>Amendment To The Merchant Services Bankcard Agreement By And Among First Data Merchant Services Corporation; Wells Fargo Bank, N.A. And Sears Holdings Management Corporation 8-6-2014<sup>9</sup></u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>\$00.00</u></a>	<a href="#"><u>No Objection Filed.</u></a>

<sup>8</sup> [Debtors' Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction](#) includes an incomplete contract title and lists the counterparty as First Data Merchant Services Corporation. *See* D.I. 1731, line 2897. The parties believe this reference may have been intended to refer to the agreement listed but in the event that reference to this agreement was omitted from the Debtors' cure notice, this agreement nonetheless constitutes an Initial Assigned Agreement as the non-Debtor party thereto consents to the assumption and assignment to Transform.

<sup>9</sup> [Debtors' Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction](#) includes an incomplete contract title and lists the counterparty as First Data Merchant Services Corporation. *See* D.I. 1731, line 2897. The parties believe this reference may have been intended to refer to the agreement listed but in the event that reference to this agreement was omitted from the Debtors' cure notice, this agreement nonetheless constitutes an Initial Assigned Agreement as the non-Debtor party thereto consents to the assumption and assignment to Transform.



No.	ECF No. <sup>1</sup>	Debtor	Counterparty	Contract Title	Contract No.	Debtors' Asserted Cure Amount	Disputed Amount
<a href="#"><u>124.</u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>Sears Holdings Management Corporation</u></a>	<a href="#"><u>First Data Merchant Services LLC</u></a>	<a href="#"><u>Amendment To The Merchant Services Bankcard Agreement By And Among First Data Merchant Services Corporation And Sears Holdings Management Corporation 3-11-2013</u></a> <sup>10</sup>	<a href="#"><u>N/A</u></a>	<a href="#"><u>\$00.00</u></a>	<a href="#"><u>No Objection Filed.</u></a>
<a href="#"><u>125.</u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>Sears Holdings Management Corporation</u></a>	<a href="#"><u>First Data Merchant Services LLC</u></a> <sup>11</sup>	<a href="#"><u>Amendment To First Data Hosted Recurring Payments Services Addendum To Merchant Services Bankcard Agreement By And Between First Data Merchant Services Corporation And Sears Holdings Management Corporation</u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>\$00.00</u></a>	<a href="#"><u>No Objection Filed.</u></a>
<a href="#"><u>126.</u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>Sears Holdings Management Corporation</u></a>	<a href="#"><u>First Data Merchant Services LLC</u></a> <sup>12</sup>	<a href="#"><u>First Data Hosted Recurring Payments Services Addendum To Merchant Services Bankcard Agreement</u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>\$00.00</u></a>	<a href="#"><u>No Objection Filed.</u></a>
<a href="#"><u>127.</u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>Sears Holdings Management Corporation</u></a>	<a href="#"><u>First Data Merchant Services</u></a>	<a href="#"><u>Paypoint Addendum To</u></a>			

<sup>10</sup> [Debtors' Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction](#) includes an incomplete contract title and lists the counterparty as First Data Merchant Services Corporation. *See* D.I. 1731, line 2897. The parties believe this reference may have been intended to refer to the agreement listed but in the event that reference to this agreement was omitted from the Debtors' cure notice, this agreement nonetheless constitutes an Initial Assigned Agreement as the non-Debtor party thereto consents to the assumption and assignment to Transform.

<sup>11</sup> [Debtors' Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction](#) lists the counterparty to this agreement as First Data Merchant Services Corporation. *See* D.I. 1731, line 2898.

<sup>12</sup> [Debtors' Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction](#) lists the counterparty to this agreement as First Data Merchant Services Corporation. *See* D.I. 1731, line 2899.



No.	ECF No. <sup>1</sup>	Debtor	Counterparty	Contract Title	Contract No.	Debtors' Asserted Cure Amount	Disputed Amount
			<a href="#">LLC<sup>13</sup></a>	<a href="#">Master Services Bankcard Agreement</a>	<a href="#">N/A</a>	<a href="#">\$00.00</a>	<a href="#">No Objection Filed.</a>
<a href="#">128.</a>	<a href="#">N/A</a>	<a href="#">Sears Holdings Management Corporation</a>	<a href="#">First Data Merchant Services LLC</a>	<a href="#">Amendment No. 2 To The Merchant Services Bankcard Agreement By And Between First Data Merchant Services Corporation Sears Holdings Management Corporation<sup>14</sup></a>			<a href="#">No Objection Filed.</a>
<a href="#">129.</a>	<a href="#">N/A</a>	<a href="#">Sears Holdings Management Corporation</a>	<a href="#">First Data Merchant Services LLC</a>	<a href="#">Amendment No. 3 To The Merchant Services Bankcard Agreement By And Between First Data Merchant Services Corporation Sears Holdings Management Corporation<sup>15</sup></a>			<a href="#">No Objection Filed.</a>
<a href="#">130.</a>	<a href="#">N/A</a>	<a href="#">Sears Holdings Management Corporation</a>	<a href="#">First Data Merchant Services LLC</a>	<a href="#">Amendment No. 5 To The Merchant Services Bankcard Agreement By And Among First Data Merchant Services Corporation; Wells Fargo Bank, N.A. And Sears Holdings Management Corporation</a>	<a href="#">N/A</a>	<a href="#">\$00.00</a>	<a href="#">No Objection Filed.</a>
<a href="#">131.</a>	<a href="#">N/A</a>	<a href="#">Sears Holdings Management Corporation</a>	<a href="#">First Data Merchant Services LLC</a>	<a href="#">Amendment No. 4 To The Merchant Services Bankcard Agreement By And Among First Data Merchant Services Corporation; Wells Fargo</a>	<a href="#">N/A</a>	<a href="#">\$00.00</a>	<a href="#">No Objection Filed.</a>

<sup>13</sup> [Debtors' Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction](#) lists the counterparty to this agreement as First Data Merchant Services Corporation. *See* D.I. 1731, line 2900.

<sup>14</sup> [Reference to this agreement appears was inadvertently omitted from the Debtors' cure notices. This agreement nonetheless constitutes an Initial Assigned Agreement as the non-Debtor party thereto consents to the assumption and assignment to Transform.](#)

<sup>15</sup> [Reference to this agreement appears was inadvertently omitted from the Debtors' cure notices. This agreement nonetheless constitutes an Initial Assigned Agreement as the non-Debtor party thereto consents to the assumption and assignment to Transform.](#)



No.	ECF No. <sup>1</sup>	Debtor	Counterparty	Contract Title	Contract No.	Debtors' Asserted Cure Amount	Disputed Amount
				<a href="#">Bank, N.A. And Sears Holdings Management Corporation</a> <sup>16</sup>			
<a href="#">132.</a>	<a href="#">N/A</a>	<a href="#">Sears Holdings Management Corporation</a>	<a href="#">Star Network</a>	<a href="#">Letter Agreement 6-28-2013</a> <sup>17</sup>	<a href="#">N/A</a>	<a href="#">\$00.00</a>	<a href="#">No Objection Filed.</a>
<a href="#">133.</a>	<a href="#">N/A</a>	<a href="#">Sears Holdings Management Corporation</a>	<a href="#">Star Network</a>	<a href="#">Star Networks, Inc. Pinless Incentive Addendum</a> <sup>18</sup>		<a href="#">\$00.00</a>	<a href="#">No Objection Filed.</a>
<a href="#">134.</a>	<a href="#">N/A</a>	<a href="#">Sears Holdings Management Corporation</a>	<a href="#">Star Network</a> <sup>19</sup>	<a href="#">Second Addendum To Star Networks, Inc. Pinless Incentive</a>		<a href="#">\$00.00</a>	<a href="#">No Objection Filed.</a>
<a href="#">135.</a>	<a href="#">N/A</a>	<a href="#">Sears Holdings Management Corporation</a>	<a href="#">Telecheck Services, Inc.</a>	<a href="#">ECA Verification Service Addendum (Subscriber's ABD Division) To Telecheck Warranty Service Agreement</a>	<a href="#">N/A</a>	<a href="#">\$00.00</a>	<a href="#">No Objection Filed.</a>

<sup>16</sup> [Debtors' Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction](#) includes an incomplete contract title and lists the counterparty as First Data Merchant Services Corporation. *See* D.I. 1731, line 2901. The parties believe this reference may have been intended to refer to the agreement listed but in the event that reference to this agreement was omitted from the Debtors' cure notice, this agreement nonetheless constitutes an Initial Assigned Agreement as the non-Debtor party thereto consents to the assumption and assignment to Transform.

<sup>17</sup> [Debtors' Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction](#) includes reference to an agreement between Sears Holdings Management Corporation and Star Network but does not include title. *See* D.I. 1731, line 6539. The parties believe this reference may have been intended to refer to the agreement listed but in the event that reference to this agreement was omitted from the Debtors' cure notice, this agreement nonetheless constitutes an Initial Assigned Agreement as the non-Debtor party thereto consents to the assumption and assignment to Transform.

<sup>18</sup> [Debtors' Supplemental Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction](#) includes reference a Second Stars Networks, Inc. Pinless Incentive Addendum for Sears Holdings Management Corporation. *See* D.I. 1774, line 561. The parties believe this reference may have been intended to refer to the agreement listed but in the event that reference to this agreement was omitted from the Debtors' cure notice, this agreement nonetheless constitutes an Initial Assigned Agreement as the non-Debtor party thereto consents to the assumption and assignment to Transform.

<sup>19</sup> [Debtors' Supplemental Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction](#) lists the counterparty to this agreement as Stars Network, Inc. *See* D.I. 1774, line 560.



No.	ECF No. <sup>1</sup>	Debtor	Counterparty	Contract Title	Contract No.	Debtors' Asserted Cure Amount	Disputed Amount
<a href="#"><u>136.</u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>Sears Holdings Management Corporation</u></a>	<a href="#"><u>Telecheck Services, Inc.</u></a>	<a href="#"><u>2016 Amendment To The Telecheck Warranty Services Agreement</u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>\$00.00</u></a>	<a href="#"><u>No Objection Filed.</u></a>
<a href="#"><u>137.</u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>Sears Holdings Management Corporation</u></a>	<a href="#"><u>Telecheck Services, Inc.</u></a>	<a href="#"><u>Amended And Restated Edeposit Service Addendum To Telecheck Warranty Service Agreement</u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>\$00.00</u></a>	<a href="#"><u>No Objection Filed.</u></a>
<a href="#"><u>138.</u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>Sears Holdings Management Corporation</u></a>	<a href="#"><u>Telecheck Services, Inc.</u></a>	<a href="#"><u>Amendment To The Telecheck Service Agreement 12-3-2013</u></a>		<a href="#"><u>\$00.00</u></a>	<a href="#"><u>No Objection Filed.</u></a>
<a href="#"><u>139.</u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>Sears Holdings Management Corporation</u></a>	<a href="#"><u>Telecheck Services, Inc.</u></a>	<a href="#"><u>Off-Line Authorization Service Amendment To EDeposit Service Addendum 5-12-2014<sup>20</sup></u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>\$00.00</u></a>	<a href="#"><u>No Objection Filed.</u></a>
<a href="#"><u>140.</u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>Sears Holdings Management Corporation</u></a>	<a href="#"><u>Telecheck Services, Inc.</u></a>	<a href="#"><u>Amendment To The Telecheck Service Agreement 7-31-2012</u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>\$00.00</u></a>	<a href="#"><u>No Objection Filed.</u></a>
<a href="#"><u>141.</u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>Sears Holdings Management Corporation</u></a>	<a href="#"><u>Telecheck Services, Inc.</u></a>	<a href="#"><u>Dealer Store Addendum 3-7-2009<sup>21</sup></u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>\$271,223<sup>22</sup></u></a>	<a href="#"><u>No Objection Filed.</u></a>
<a href="#"><u>142.</u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>Sears Holdings Management Corporation</u></a>	<a href="#"><u>Telecheck Services, Inc.</u></a>	<a href="#"><u>2009 Addendum To Telecheck Warranty Service</u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>\$00.00</u></a>	<a href="#"><u>No Objection Filed.</u></a>

<sup>20</sup> [Debtors' Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction](#) includes reference to an "Off-Line Athorization [sic] Service Amendment to EDeposit Service Addendum". See D.I. 1731, line 6784. The parties believe this reference may have been intended to refer to the agreement listed but in the event that reference to this agreement was omitted from the Debtors' cure notice, this agreement nonetheless constitutes an Initial Assigned Agreement as the non-Debtor party thereto consents to the assumption and assignment to Transform.

<sup>21</sup> [Debtors' Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction](#) includes reference to "Dealer Stores Addendum to Telecheck Warranty Service Agreement". See D.I. 1731, line 6780. The parties believe this reference may have been intended to refer to the agreement listed but in the event that reference to this agreement was omitted from the Debtors' cure notice, this agreement nonetheless constitutes an Initial Assigned Agreement as the non-Debtor party thereto consents to the assumption and assignment to Transform.

<sup>22</sup> [Buyer reserves all rights to offset any cure costs against amounts owed by First Data to the Buyer.](#)



No.	ECF No. <sup>1</sup>	Debtor	Counterparty	Contract Title	Contract No.	Debtors' Asserted Cure Amount	Disputed Amount
<a href="#"><u>143.</u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>Corporation</u></a> <a href="#"><u>Sears Holdings Management Corporation</u></a>	<a href="#"><u>Telecheck Services, Inc.</u></a>	<a href="#"><u>Agreement</u></a> <a href="#"><u>Telecheck Warranty Service Agreement 2008</u></a> <sup>23</sup>			<a href="#"><u>No Objection Filed.</u></a>
<a href="#"><u>144.</u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>Shc Promotions LLC</u></a>	<a href="#"><u>Valuelink LLC</u></a>	<a href="#"><u>Financial Services - Valuelink LLC - Stored Value Card Processing Agreement - 2007</u></a>	<a href="#"><u>CW2322478</u></a>	<a href="#"><u>\$00.00</u></a>	<a href="#"><u>No Objection Filed.</u></a>
<a href="#"><u>145.</u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>Shc Promotions LLC</u></a>	<a href="#"><u>Valuelink, LLC DBA First Data Prepaid Services</u></a>	<a href="#"><u>Card Sales And Distribution Addendum - Business To Business To Consumer</u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>\$00.00</u></a>	<a href="#"><u>No Objection Filed.</u></a>
<a href="#"><u>146.</u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>Shc Promotions LLC</u></a>	<a href="#"><u>Valuelink, LLC DBA First Data Prepaid Services</u></a>	<a href="#"><u>Amendment No. 1 Of The Stored Value Card Processing Agreement 6-22-2010</u></a> <sup>24</sup>	<a href="#"><u>N/A</u></a>	<a href="#"><u>\$00.00</u></a>	<a href="#"><u>No Objection Filed.</u></a>
<a href="#"><u>147.</u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>Shc Promotions LLC</u></a>	<a href="#"><u>Valuelink, LLC DBA First Data Prepaid Services</u></a>	<a href="#"><u>Amendment No. 1 Of The Stored Value Card Processing Agreement 7-31-2012</u></a> <sup>25</sup>	<a href="#"><u>N/A</u></a>	<a href="#"><u>\$00.00</u></a>	<a href="#"><u>No Objection Filed.</u></a>
<a href="#"><u>148.</u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>Shc Promotions LLC</u></a>	<a href="#"><u>Valuelink, LLC DBA First Data Prepaid Services</u></a>	<a href="#"><u>Amendment No. 2 Of The Stored Value Card Processing Agreement</u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>\$00.00</u></a>	<a href="#"><u>No Objection Filed.</u></a>

<sup>23</sup> [Reference to this agreement appears was inadvertently omitted from the Debtors' cure notices. This agreement nonetheless constitutes an Initial Assigned Agreement as the non-Debtor party thereto consents to the assumption and assignment to Transform.](#)

<sup>24</sup> [Debtors' Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction includes an incomplete contract title. See D.I. 1731, line 7256. The parties believe this reference may have been intended to refer to the agreement listed but in the event that reference to this agreement was omitted from the Debtors' cure notice, this agreement nonetheless constitutes an Initial Assigned Agreement as the non-Debtor party thereto consents to the assumption and assignment to Transform.](#)

<sup>25</sup> [Debtors' Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction includes an incomplete contract title. See D.I. 1731, line 7256. The parties believe this reference may have been intended to refer to the agreement listed but in the event that reference to this agreement was omitted from the Debtors' cure notice, this agreement nonetheless constitutes an Initial Assigned Agreement as the non-Debtor party thereto consents to the assumption and assignment to Transform.](#)



No.	ECF No. <sup>1</sup>	Debtor	Counterparty	Contract Title	Contract No.	Debtors' Asserted Cure Amount	Disputed Amount
<a href="#"><u>149.</u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>Shc Promotions LLC</u></a>	<a href="#"><u>Valuelink, LLC DBA First Data Prepaid Services</u></a>	<a href="#"><u>First Data Prepaid Services Internet Card Sales - Hosted Solution Addendum</u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>\$00.00</u></a>	<a href="#"><u>No Objection Filed.</u></a>
<a href="#"><u>150.</u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>Shc Promotions LLC</u></a>	<a href="#"><u>Valuelink, LLC DBA First Data Prepaid Services</u></a>	<a href="#"><u>Amendment for Business Intelligency Reporting Tool<sup>26</sup></u></a>			<a href="#"><u>No Objection Filed.</u></a>
<a href="#"><u>151.</u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>Sears Holdings Management Corporation</u></a>	<a href="#"><u>Wells Fargo Bank, N.A.</u></a>	<a href="#"><u>Amendment No. 5 To The Merchant Services Bankcard Agreement By And Between First Data Merchant Services LLC, Wells Fargo Bank, N.A. And Sears Holdings Management Corporation</u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>\$00.00</u></a>	<a href="#"><u>No Objection Filed.</u></a>
<a href="#"><u>152.</u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>Sears Holdings Management Corporation</u></a>	<a href="#"><u>Wells Fargo Bank, N.A.</u></a>	<a href="#"><u>Amendment To The Merchant Services Bankcard Agreement By And Among First Data Merchant Services Corporation; Wells Fargo Bank, N.A. And Sears Holdings Management Corporation 10-11-2012<sup>27</sup></u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>\$00.00</u></a>	<a href="#"><u>No Objection Filed.</u></a>
<a href="#"><u>153.</u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>Sears Holdings Management Corporation</u></a>	<a href="#"><u>Wells Fargo Bank, N.A.</u></a>	<a href="#"><u>Amendment No. 4 To The Merchant Services Bankcard Agreement By And Among First Data Merchant Services Corporation; Wells Fargo Bank, N.A. And Sears</u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>\$00.00</u></a>	<a href="#"><u>No Objection Filed.</u></a>

<sup>26</sup> [Reference to this agreement appears was inadvertently omitted from the Debtors' cure notices. This agreement nonetheless constitutes an Initial Assigned Agreement as the non-Debtor party thereto consents to the assumption and assignment to Transform.](#)

<sup>27</sup> [Debtors' Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction includes an incomplete contract title. See D.I. 1731, line 7535. The parties believe this reference may have been intended to refer to the agreement listed but in the event that reference to this agreement was omitted from the Debtors' cure notice, this agreement nonetheless constitutes an Initial Assigned Agreement as the non-Debtor party thereto consents to the assumption and assignment to Transform.](#)



No.	ECF No. <sup>1</sup>	Debtor	Counterparty	Contract Title	Contract No.	Debtors' Asserted Cure Amount	Disputed Amount
				<a href="#">Holdings Management Corporation</a>			
<a href="#">154.</a>	<a href="#">N/A</a>	<a href="#">Sears Holdings Management Corporation</a>	<a href="#">Wells Fargo Bank, N.A.</a>	<a href="#">Amendment No. 3 To The Merchant Services Bankcard Agreement By And Among First Data Merchant Services Corporation And Sears Holdings Management Corporation</a> <sup>28</sup>			<a href="#">No Objection Filed.</a>
<a href="#">155.</a>	<a href="#">N/A</a>	<a href="#">Sears Holdings Management Corporation</a>	<a href="#">Wells Fargo Bank, N.A.</a>	<a href="#">Amendment To The Merchant Services Bankcard Agreement By And Among First Data Merchant Services Corporation; Wells Fargo Bank, N.A. And Sears Holdings Management Corporation 8-6-2014</a> <sup>29</sup>	<a href="#">N/A</a>	<a href="#">\$00.00</a>	<a href="#">No Objection Filed.</a>
<a href="#">156.</a>	<a href="#">N/A</a>	<a href="#">Sears Holdings Management Corporation</a>	<a href="#">Wells Fargo Bank, N.A.</a>	<a href="#">Amendment To The Merchant Services Bankcard Agreement 1-31-2014</a> <sup>30</sup>	<a href="#">N/A</a>	<a href="#">\$00.00</a>	<a href="#">No Objection Filed.</a>
<a href="#">157.</a>	<a href="#">N/A</a>	<a href="#">Sears Holdings Management Corporation</a>	<a href="#">Wells Fargo Bank, N.A.</a>	<a href="#">Amendment No. 1 To Merchant Services Bankcard</a>			

<sup>28</sup> [Reference to this agreement appears was inadvertently omitted from the Debtors' cure notices. This agreement nonetheless constitutes an Initial Assigned Agreement as the non-Debtor party thereto consents to the assumption and assignment to Transform.](#)

<sup>29</sup> [Debtors' Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction includes an incomplete contract title. See D.I. 1731, line 7535. The parties believe this reference may have been intended to refer to the agreement listed but in the event that reference to this agreement was omitted from the Debtors' cure notice, this agreement nonetheless constitutes an Initial Assigned Agreement as the non-Debtor party thereto consents to the assumption and assignment to Transform.](#)

<sup>30</sup> [Debtors' Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction includes an incomplete contract title. See D.I. 1731, line 7535. The parties believe this reference may have been intended to refer to the agreement listed but in the event that reference to this agreement was omitted from the Debtors' cure notice, this agreement nonetheless constitutes an Initial Assigned Agreement as the non-Debtor party thereto consents to the assumption and assignment to Transform.](#)



No.	ECF No. <sup>1</sup>	Debtor	Counterparty	Contract Title	Contract No.	Debtors' Asserted Cure Amount	Disputed Amount
				<a href="#">Agreement 10-11-2012<sup>31</sup></a>			<a href="#">No Objection Filed.</a>
<a href="#">158.</a>	<a href="#">N/A</a>	<a href="#">Sears Holdings Management Corporation</a>	<a href="#">Wells Fargo Bank, N.A.</a>	<a href="#">Merchant Services Bankcard Agreement<sup>32</sup></a>	<a href="#">SHCLCW5789</a>	<a href="#">\$(8,745)<sup>33</sup></a>	<a href="#">No Objection Filed.</a>
<a href="#">159.</a>	<a href="#">N/A</a>	<a href="#">Sears Holdings Management Corporation</a>	<a href="#">Wells Fargo Bank, N.A.</a>	<a href="#">Amendment To The Merchant Services Bankcard Agreement By And Among First Data Merchant Services Corporation And Sears Holdings Management Corporation 3-11-2013<sup>34</sup></a>			<a href="#">No Objection Filed.</a>
<a href="#">160.</a>	<a href="#">N/A</a>	<a href="#">Sears Holdings Management Corporation</a>	<a href="#">Wells Fargo Bank, N.A.</a>	<a href="#">Amendment No. 2 To The Merchant Services Bankcard Agreement By And Between First Data Merchant Services Corporation Sears Holdings Management Corporation<sup>35</sup></a>			<a href="#">No Objection Filed.</a>

<sup>31</sup> [Reference to this agreement appears was inadvertently omitted from the Debtors' cure notices. This agreement nonetheless constitutes an Initial Assigned Agreement as the non-Debtor party thereto consents to the assumption and assignment to Transform.](#)

<sup>32</sup> [Debtors' Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction lists an agreement titled "ES – First Data Merchant Services Corporation – Merchant Services Bankcard Agreement", which we believe may have been intended to refer to this agreement. See D.I. 1731, line 7533. In the event that reference to this agreement was omitted from the Debtors' cure notices, this agreement constitutes an Initial Assigned Agreement nonetheless as the non-Debtor party thereto consents to the assumption and assignment to Transform.](#)

<sup>33</sup> [Buyer reserves all rights to offset any cure costs against amounts owed by First Data to the Buyer.](#)

<sup>34</sup> [Debtors' Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction includes an incomplete contract title. See D.I. 1731, line 7535. The parties believe this reference may have been intended to refer to the agreement listed but in the event that reference to this agreement was omitted from the Debtors' cure notice, this agreement nonetheless constitutes an Initial Assigned Agreement as the non-Debtor party thereto consents to the assumption and assignment to Transform.](#)

<sup>35</sup> [Reference to this agreement appears was inadvertently omitted from the Debtors' cure notices. This agreement nonetheless constitutes an Initial Assigned Agreement as the non-Debtor party thereto consents to the assumption and assignment to Transform.](#)



No.	ECF No. <sup>1</sup>	Debtor	Counterparty	Contract Title	Contract No.	Debtors' Asserted Cure Amount	Disputed Amount
<a href="#"><u>161.</u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>Serviclive, Inc.</u></a>	<a href="#"><u>Valuelink, LLC</u></a>	<a href="#"><u>Master Services Agreement</u></a>			<a href="#"><u>No Objection Filed.</u></a>
<a href="#"><u>162.</u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>Serviclive, Inc.</u></a>	<a href="#"><u>Valuelink, LLC</u></a>	<a href="#"><u>Service Schedule A – Agent Addendum<sup>36</sup></u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>\$00.00</u></a>	<a href="#"><u>No Objection Filed.</u></a>
<a href="#"><u>163.</u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>Serviclive, Inc.</u></a>	<a href="#"><u>Valuelink, LLC</u></a>	<a href="#"><u>Amendment #1 of the Master Services Agreement by and between Valuelink, LLC and Serviclive, Inc<sup>37</sup></u></a>			<a href="#"><u>No Objection Filed.</u></a>
<a href="#"><u>164.</u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>Serviclive, Inc.</u></a>	<a href="#"><u>Valuelink, LLC</u></a>	<a href="#"><u>Amendment #2 of the Master Services Agreement by and between Valuelink, LLC and Serviclive, Inc<sup>38</sup></u></a>			<a href="#"><u>No Objection Filed.</u></a>

<sup>36</sup> [Reference to this agreement appears was inadvertently omitted from the Debtors' cure notices. This agreement nonetheless constitutes an Initial Assigned Agreement as the non-Debtor party thereto consents to the assumption and assignment to Transform.](#)

<sup>37</sup> [Reference to this agreement appears was inadvertently omitted from the Debtors' cure notices. This agreement nonetheless constitutes an Initial Assigned Agreement as the non-Debtor party thereto consents to the assumption and assignment to Transform.](#)

<sup>38</sup> [Reference to this agreement appears was inadvertently omitted from the Debtors' cure notices. This agreement nonetheless constitutes an Initial Assigned Agreement as the non-Debtor party thereto consents to the assumption and assignment to Transform.](#)



**Schedule 2 – Leases**

	ECF No.	Counterparty	Debtor	Contract Title	Contract No.	Cure Amount	Disputed Amount
<u>165</u> <sup>339</sup> + 5 -	N/A	SRC Facilities LLC	Kmart Corporation; Sears, Roebuck and Co.	Amended and Restated Master Lease Agreement	N/A	\$00.00	TBD <sup>339</sup> =
<u>166</u> <sup>440</sup> + 6 -	N/A	SRC O.P LLC	Kmart Corporation; Sears, Roebuck and Co	Amended and Restated Master Lease Agreement	N/A	\$00.00	TBD <sup>440</sup> =

<sup>339</sup>  
= Sparrow entities reserve rights with respect to payment of post-petition rent under MLA with respect to dark stores.

<sup>440</sup>  
= Sparrow entities reserve rights with respect to payment of post-petition rent under MLA with respect to dark stores.